

**TOWN OF GRANBY
BOARD OF SELECTMEN
REGULAR MEETING
MONDAY, OCTOBER 4, 2021
TOWN HALL MEETING ROOM
7:00 P.M.
AGENDA**

I. PLEDGE OF ALLEGIANCE

II. PUBLIC SESSION

III. MINUTES

- A. Approval of Meeting Minutes – September 20, 2021

IV. UNFINISHED OR TABLED BUSINESS

V. BUSINESS

- A. Resignations and Appointments
Vacancies: (1) Conservation Commission; (1) Affordable Housing Committee
- B. Consideration of Approval of Amended OPEB Trust Agreement
- C. Consideration of Real Estate Transaction (Item Deemed Appropriate for EXECUTIVE SESSION)

VI. TOWN MANAGERS REPORT

VII. FIRST SELECTMAN REPORTS (B. Scott Kuhnly)

VIII. SELECTMAN REPORTS

(Sally S. King, Mark C. Neumann, Edward E. Ohannessian, Glenn G. Ballard, and John Bell, Student Liaison)

IX. ADJOURNMENT

The next regular meeting is scheduled for October 18, 2021.

WELCOME

By Charter, the Granby Board of Selectmen (BOS) serves Granby as the town's Legislative Body. It is composed of five members elected every two years by the registered voters of the Town of Granby.

The BOS meets on the first and third Monday of each month at 7:00 p.m. in the Town Hall Meeting Room. All meeting notices are posted in the Town Clerk's office in the Town Hall. ALL MEETINGS ARE OPEN TO THE PUBLIC. An agenda is prepared prior to the posting of the meeting. If you would like to propose an item for the agenda, please speak with the Town Manager at least one week prior to the meeting.

We encourage your involvement in town government. The Public Session section of the order of business shall be that portion of the regular Board meeting during which electors of the Town of Granby may address the Board for no more than five (5) minutes each regarding any matter not otherwise subject to Public Hearing. Further remarks or questions by the public may be allowed at the discretion of the chair. Each person speaking must give name and address and shall speak only once on the subject being addressed.

The originator of a communication or spokesman for any group whose petition or communication is included on the agenda shall be given the privilege of addressing the Board of Selectmen on the subject of the petition or communication for a period of not more than ten (10) minutes.

Each speaker is allowed one comment on an issue until all others have been heard. Please wait to be recognized by the First Selectman before speaking. Interrupting the Board or discussion of personnel issues is not permitted. Comment on issues not listed on the agenda may be made during the public session.

Citizens of Granby are also encouraged to become active in town government. Please feel free to contact a Board of Selectmen member or John D. Ward, Town Manager, to discuss ways in which you can support the Town of Granby.

TELEPHONE - (860) 844-5300

www.granby-ct.gov

BOARD OF SELECTMEN

B. Scott Kuhnly, First Selectman
Sally S. King, Vice-Chairman
Glenn G. Ballard
Mark C. Neumann
Edward E. Ohannessian

TOWN MANAGER

Erica P. Robertson

**TOWN OF GRANBY
BOARD OF SELECTMEN
MINUTES
SEPTEMBER 20, 2021
HOLCOMB FARM WORKSHOP**

The regular meeting of the Board of Selectmen was called to order by First Selectman B. Scott Kuhnly at 7:00 p.m.

PRESENT: B. Scott Kuhnly, Glenn Ballard, Sally King, Mark Neumann, Edward Ohannessian, Erica Robertson, Town Manager; and John Bell, Student Liaison

ALSO PRESENT: Kimi Cheng, Director of Finance; Jordan Grossman, Superintendent of Schools; William F. Smith, Jr., Former Town Manager

First Selectman Kuhnly welcomed new Town Manager Erica Robertson.

I. PLEDGE OF ALLEGIANCE

II. PUBLIC SESSION

Superintendent of Schools Jordan Grossman personally welcomed Town Manager Erica Robertson and presented her with some Granby Bears gear such as tee shirts, a water bottle, etc. He indicated the Superintendent's Office and Board of Education will assist in any way they can to support Town Manager Robertson in her new role.

III. MINUTES

ON A MOTION by Selectman King, seconded by Selectman Neumann, the Board voted unanimously (5-0-0) to approve the minutes of the regular meeting of September 7, 2021.

IV. UNFINISHED OR TABLED BUSINESS

No unfinished or tabled business was before the Board

V. BUSINESS

A. Resignations and Appointments to be Considered

No resignations or appointments were received.

Vacancies: (1) Conservation Commission; (1) Affordable Housing Committee

B. Consideration of the Awarding of the Contract for Architectural Services for the Granby Memorial High School Roof Replacement to Silver Petrucelli & Associates

Former Town Manager Smith reported the Town received notice from the School Projects Building Committee requesting the resolution be approved as soon as possible due to the deadline for the state grant reimbursement process. Upon approval, Anna Robbins, BOE Business Manager and the School Projects Building Committee can proceed with the reimbursement process in a timely manner. The committee has conducted all the proper interviews. J. Grossman commended Chairman Toby Proctor from the School Building Committee for his work and for following the procedures to go out to bid. T. Proctor reported the committee has done a thorough vetting of the submissions for cost proposals and selected Silver Petrucelli & Associates.

ON A MOTION by Selectman King, seconded by Selectman Neumann, the Board voted unanimously (5-0-0) to authorize the Town Manager to award and execute the architectural contract for the roof replacement at Granby Memorial High School to the firm of Silver Petrucelli & Associates.

VI. TOWN MANAGER REPORTS

A. Budget Operations

Finance Director Kimi Cheng reviewed the Budget Operations for August 2021 and reported revenues are all on track. She noted there is a negative amount in expenditure for one department because personnel expenditures were budgeted in the contingency department. A budget transfer will be made at the end of the year.

Selectman Neumann inquired about the process regarding authorizing the proposed developer for Kearns School. Former Town Manager Smith responded the Town attorney is reviewing the proposal for acceptance to include on the next agenda of the Board of Selectmen. Former Town Manager Smith and Abby Kenyon have had discussions with the Town attorney and they will follow-up with Town Manager Robertson in order to keep the process moving.

VII. FIRST SELECTMAN REPORTS (B. Scott Kuhnly)

First Selectman Kuhnly again welcomed Town Manager Robertson. He noted the Town looks forward to many great things and many years of service. Town Manager Robertson thanked everyone for the lovely reception this evening.

VIII. SELECTMAN REPORTS (Sally King, Vice Chairman; Glenn Ballard, Mark Neumann, Edward Ohannessian and John Bell, Student Liaison)

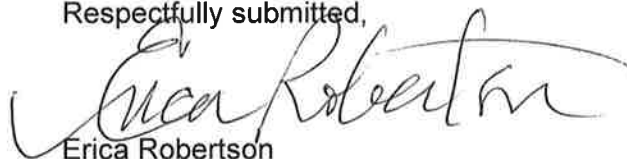
Selectman Ohannessian welcomed Town Manager Robertson and also thanked Mr. Smith for his stepping up to help the Town during this transition. His loyalty shows he has Granby in his heart. It was a tremendous deed he has done for the Town and a process that is now closing with a new Town Manager. Selectman Ohannessian also thanked Mr. Smith and Kerry Kielbasa for the job they did in the recruitment process.

John Bell reported as of last Wednesday, the schedule for every high school student is confirmed for the next five months until the semester ends. He also reported every sports team is currently undefeated.

IX. ADJOURNMENT

ON A MOTION by Selectman Ohannessian, seconded by Selectman Neumann, the Board voted unanimously (5-0-0) to adjourn the meeting at 7:12 p.m.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Erica Robertson".

Erica Robertson
Town Manager

TOWN OF GRANBY

MEMORANDUM

DATE: October 4, 2021

TO: Board of Selectmen

FROM: Erica P. Robertson, Town Manager



REGARDING: **V. BUSINESS – ITEM B**

Consideration of Approval of Amended OPEB Trust Agreement

Background

The Town adopted the Town of Granby Integral Part Trust (OPEB Trust) in March 2009. The Town has utilized International City Management Association Retirement Corporation (ICMA-RC), recently renamed MissionSquare Retirement, as our investment advisor to manage the OPEB Trust Fund investment. In an effort to maximize returns without undue risk to the fund, we are recommending that Fiducient Advisors, who currently manage the Town pension fund, replace MissionSquare.

Next Step

An Amended OPEB Trust Agreement is required to change investment advisors. Attached is the proposed Trust Agreement for the Board of Selectmen to consider. This Agreement designates the persons holding the position of Town Manager as the administrator of the Plan. The Town Attorney drafted this agreement and will be available at the meeting for any questions or comments.

PROPOSED MOTION: THE BOARD OF SELECTMEN ADOPTS THE AMENDED OPEB TRUST AGREEMENT AS PRESENTED.

Enclosure: Amended OPEB Trust Agreement

pc: Kimi Cheng, Director of Finance

ERP/kc

THIS OPEB TRUST AGREEMENT is amended and restated effective on this ____th day of October, 2021 by and among the Town of Granby, a Connecticut municipality (hereinafter called the "Town"), and the Town of Granby, acting through its duly authorized agents or employees (hereinafter called the "Trustee").

WITNESSETH:

WHEREAS, the Town has adopted for its eligible retired employees one or more retiree benefit plans (hereinafter collectively called the "Plan"); and

WHEREAS, the Town has adopted the Town of Granby Integral Part Trust effective March 10, 2009 (hereinafter called the "Trust"); and

WHEREAS, the Plan is intended to provide post-employment benefits to retired employees of the Town; and

WHEREAS, the Town desires to fund the current and future post-employment benefits offered under the Plan through the Trust; and

WHEREAS, the Town desires the Trustee to hold and administer such funds and the Trustee is willing to hold and administer such funds pursuant to the terms of this Trust Agreement; and

WHEREAS, the principal of the Trust, and any earnings thereon, shall be held separate and apart from other funds of the Town and shall be used exclusively for the uses and purposes of Plan participants; and

WHEREAS, the Trust is intended to qualify under Section 115 of the Internal Revenue Code of 1986, as amended, as constituting an essential governmental function; and

WHEREAS, the Town Manager will act as the administrator of the Plan (hereinafter called the "Plan Administrator"); and

WHEREAS, the Trust is intended to constitute a funding vehicle for purposes of GASB 74 and GASB 75; and

WHEREAS, the Town desires to appoint the Trustee as the trustee under the Trust.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties do hereby mutually declare and agree as follows:

First: Establishment of Trust. In order to carry out the purposes of the Plan, the Town shall establish an irrevocable grantor trust, as described in this Trust Agreement, called the Town of Granby OPEB Trust (hereinafter called the "Trust"). The Trustee accepts this Trust and agrees to act as Trustee hereunder, but only on the terms and conditions herein set forth. Subject to the terms of this Trust Agreement, all right, title and interest in and to the estate of the Trust Fund shall be vested exclusively in the Trustee.

The Trustee shall receive all amounts contributed to the Trust in cash or in other property acceptable to it. All amounts so received, together with the income therefrom and any other increment thereon (hereinafter called the "Trust Fund"), shall be held, managed and administered by the Trustee pursuant to the terms of this Trust Agreement without distinction between principal and income and without liability for the payment of interest thereon. Such amounts and earnings thereon shall remain in the Trust until paid to Plan participants and their beneficiaries in such manner and at such times as specified in the Plan.

The Trust is intended to be funded by contributions from the Town; however, the Trust shall have the capability of receiving contributions and assets from more than one funding source, including, but not limited to, employer and employee contributions. The Trustee may be directed to deposit the contributions and assets it receives into one or more separate subtrusts. Notwithstanding the above, whenever funds of one or more accounts is commingled and

aggregated for purposes under the Trust, including, but not limited to, investing, reinvesting, and disbursement of benefits, the undivided interest of the accounts therein shall be debited or credited accordingly. All contributions to, and withdrawals from, and any other transactions regarding the Trust shall be conducted in such a way that the proportionate interest in the Trust of each subtrust established and the fair market value of that interest may be determined at any time.

Second: General Duties of the Town and the Plan Administrator. The Trust Fund shall be used for the purpose of funding current and future post-employment benefits for Plan participants and their beneficiaries in such amounts as determined by the Town. The Trust Fund shall further provide the means for financing the expenses of the Trustee and all costs incurred in connection with the establishment, operation and administration of the Trust Fund, in accordance with this Trust Agreement.

The Town, by action of its Board of Selectmen, expressly reserves the right at any time to amend or terminate the Plan. The Plan Administrator shall be the administrator of the Plan and the Plan Administrator, or its designee, shall be responsible for the general administration of the Plan and shall control and manage the operation of the Plan. The Plan Administrator may delegate the power to control and manage the operations of the Plan to appropriate officials and employees of the Town. Pursuant to the terms of the Plan, the Plan Administrator shall perform the services necessary for carrying out the administrative functions of the Plan, including, but not limited to, determining the requirements for disbursements of benefits, and the Plan Administrator shall provide all proper notices, instructions, and directions to the Trustee which are necessary to discharge the Plan administrative functions. Except as otherwise provided in this Trust Agreement, the Trustee shall be responsible for the

disbursement of benefits and performing such other plan administration functions as directed by the Plan Administrator.

The Town shall maintain a copy of the Plan and all amendments thereto and the resolutions or other actions of the Town approving the Plan and all amendments thereto.

From time to time as any changes therein are made, the Town shall communicate to the Trustee in writing the current funding policy, and the method that has been established to achieve the objectives of the Plan.

The Town shall indemnify and save harmless the Trustee from and against any and all claims, loss, damages, expenses (including reasonable counsel fees) and liability to which the Trustee may be subjected by reason of any act done or omitted to be done to the maximum extent permitted under applicable law.

All certifications, notices and directions by the Town to the Trustee shall be in writing and signed by such person or persons as designated by the Town and the Trustee may rely on any such certification, notice or direction purporting to have been signed by or on behalf of such person or persons.

Third: General Duties of Trustee. Except as may be otherwise specified in this Trust Agreement, the Trustee shall act solely in a directed capacity hereunder and shall act solely as directed by the Town, or the Plan Administrator. It shall be the duty of the Trustee to receive, hold, manage, invest and reinvest the Trust Fund and to make payments from the Trust Fund pursuant to the provisions of the general statutes governing the investment of trust funds and the provisions hereinafter set forth and the written directions it receives pursuant to this Trust Agreement. The Trustee shall be responsible for such sums as are actually received by it as Trustee hereunder. The Trustee shall have no duty or authority to ascertain whether any

contributions should be made to it pursuant to the Plan or to bring any action to enforce any obligation to make any such contribution. The duties and obligations of the Trustee hereunder shall be limited to those expressly imposed upon it by this Trust Agreement notwithstanding any reference herein to the Plan. The Trustee shall not be liable in discharging its duties hereunder if it acts in good faith and in accordance with the terms of this Trust Agreement and in accordance with applicable Federal or state laws, rules and regulations.

Fourth: Power and Duties of Trustee with Respect to Trust Fund. Except as provided in Article Fifth, the Trustee shall have the power to invest and reinvest the Trust Fund in its sole discretion, except to the extent that the Trust Fund, or a portion thereof, is subject to the limitations on investment set forth in Sections 7-403a(c) and 7-450 of the Connecticut General Statutes or any future statutory restrictions that apply to trusts of this type, in which case the Trustee shall be bound by such statutory restrictions on investment, If only a portion of the Trust Fund is subject to such limitations, the Trustee shall retain complete discretion with respect to the investment of the portion of the Trust Fund that is not subject to any applicable restrictions.

Subject to any applicable limitations, the Trustee shall have the power:

(a) To receive the funds to which the Trustee shall be entitled, and to take such steps, including the institution and prosecution of or the intervention in any proceeding at law or in equity or in bankruptcy, as may be necessary or desirable to effectuate the collection of such funds to which said Trustee shall be entitled. All suits and proceedings may be instituted by or in the name of the Trustee;

(b) To invest and reinvest in any kind of property, real or personal, including, without limitation, stocks of any class, bonds, notes, debentures (including convertible stocks and

securities), mortgages, certificates of deposit, demand or time deposits, shares of investment companies and mutual funds, or guaranteed insurance contracts, irrespective of any laws or rules of court of any state governing the investment of trust funds or diversification of trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund; provided, however, that the Trust Fund shall be diversified so as to minimize the risk of large losses unless under the circumstances, in the sole discretion of the Trustee, it is clearly prudent not to do so;

(c) To sell, exchange, grant options to buy, redeem, or otherwise dispose of any securities or other property at any time held by it;

(d) To retain any property at any time received by it as Trustee;

(e) To settle, compromise, submit to arbitration, sue upon or abandon any claims or demands in favor of or against the Trust; provided, however, that the Trustee shall not be required to take any such action unless it shall have been indemnified by the Town to its reasonable satisfaction against liability or expenses it might incur therefrom;

(f) To join in, dissent from or oppose any plan of reorganization, consolidation, sale, merger, liquidation or other plan relating to any corporation or other entity, the securities of which may be held by it;

(g) To exercise any conversion privilege and/or subscription right available in connection with any securities or other property at any time held by it, to oppose or to consent to the reorganization, consolidation, merger, or readjustment of the finances of any corporation, company or association or to the sale, mortgage, pledge or lease of the property of any corporation, company or association any of the securities of which may at any time be held by it, and to do any act with reference thereto, including the exercise of options, the making of

agreements or subscriptions and the payment of expenses, assessments or subscriptions, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire;

(h) To extend the time of payment of any obligation held by it;

(i) To hold uninvested any monies received by it, without liability for interest thereon, until such monies shall be invested, reinvested or disbursed;

(j) To exercise any right, including the right to vote in person or by proxy, appurtenant to any securities or other property held by it at any time;

(k) Solely at the direction of the Town, to borrow money for the purposes of this Trust in such amounts and upon such terms and conditions as shall be deemed advisable or proper to carry out the purposes of the Trust and to issue its promissory note as Trustee and to secure the payment thereof by pledging securities or any other property held by the Trust Fund;

To manage, administer, operate, insure, repair, lease for any number of years, develop, improve, repair, alter, demolish, mortgage, pledge, grant options with respect to, or otherwise deal with any real property or interest therein at any time held by it, and to cause to be formed a corporation or trust to hold title to any such real property with the aforesaid powers, all upon such terms and conditions as may be deemed advisable;

(m) To renew or extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default whether in the performance of any covenant or condition of any

mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure; to take a deed in lieu of foreclosure with or without paying a consideration therefor and in connection therewith to release the obligation on the bond secured by such mortgage;

(n) To the extent not inconsistent with the Charter and Ordinances of the Town, to employ suitable custodians, agents and counsel, who may be counsel for the Town, and to act in accordance with their advice and to pay their reasonable expenses and compensation;

(o) To cause any property or securities at any time held in the Trust Fund to be registered in the name of one or more nominees, with or without disclosure of the Trust, or to hold any securities at any time held in trust in bearer form so that they, will pass by delivery;

(p) To make, execute and deliver, as Trustee, any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers;

(q) To invest and reinvest (or withdraw from investment) all or any portion of the funds hereunder with funds of other Town trusts in units of participation in one or more common trust funds. The Trustee's authority to invest in such units of participation shall not be limited by any statute, other rule of law, or custom prohibiting or restricting the commingling of trust assets. The instrument or instruments establishing such trust funds, as amended, are hereby incorporated into this Trust Agreement and made a part hereof, as long as any of the funds hereunder are invested therein, as fully as if the same had been set out herein at length, and shall apply to all assets transferred to the investment funds;

(r) To do all acts, whether or not expressly authorized, that the Trustee may deem necessary or desirable for the protection of the Trust Fund and to accomplish any action provided for in the Plan;

(s) If any dispute shall arise as to the persons to whom payments are due or the delivery of any monies by the Trustee, or the amounts thereof, the Trustee shall retain such payments and/or postpone such delivery until actual adjudication of such dispute shall have been made in a court of competent jurisdiction, or the parties concerned have agreed to a settlement, or the Trustee has been indemnified against loss to its satisfaction;

(t) To pay or provide for the payment of any benefits to Plan participants and their beneficiaries who shall be eligible in accordance with the rules and regulations of the Plan in accordance with the Plan provisions directly from the Trust Fund;

(u) To do all acts, whether or not expressly authorized herein, which the Trustee may deem necessary or proper to carry out the terms of this Trust Agreement, and for the protection of the property held hereunder.

The words "security or other property" as used in this Trust Agreement shall be deemed to refer to such stocks, bonds, notes or other evidences of indebtedness or ownership, in which trustees are authorized to invest under the laws of the State of Connecticut as such laws exist from time to time. Such phrase shall also be deemed to refer to any property, real or personal or part interest therein, wherever situated, including but without being limited to governmental, corporate or personal obligations, trust and participation certificates, leaseholds, fee titles, mortgages and other interests in realty, preferred and common stocks, and any other evidences of indebtedness or ownership, even though the same may not be legal investments for trustees under the law applicable thereto.

Fifth: Investment of Trust. If (i) a registered investment adviser under the Investment Advisers Act of 1940 (“the Act”), (ii) a bank, as defined in the Act, or (iii) an insurance company qualified to perform investment management services under the laws of more than one state is duly appointed as an “Investment Manager” with respect to the Plan, the Investment Manager's duties shall be as advisor only and it shall have no power to direct the investment and reinvestment of all or part of the Trust Fund, unless its appointment provides otherwise. If so appointed with the power to direct the investment and reinvestments of the Trust Fund, the Investment Manager shall, unless its appointment provides otherwise, have the power to direct the Trustee in the exercise of the powers described in Article Fourth above, other than subparagraphs (e), (n), (o), (p), and (r) thereof, with respect to all or part of the Trust Fund, as the case may be, and the Trustee shall, upon receipt of a copy of the Investment Manager's appointment and written acknowledgement of such appointment, satisfactory in form to the Trustee, exercise such powers as directed in writing by the Investment Manager, unless it knows that such direction is a breach of the Investment Manager's duty to act with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustee shall not be liable for any diminution in the value of the Trust Fund as a result of following any such direction or as a result of not exercising any such powers in the absence of any such direction.

If no Investment Manager is duly appointed with the power to direct the Trustee regarding the investment and reinvestment of the Trust Fund, the Trustee shall have full authority to invest and reinvest the Trust Fund and shall not be required to follow the directions of any other person notwithstanding any provision in the Plan to the contrary.

Sixth: Payment of Taxes. The Trustee shall pay out of the Trust Fund all real and personal property taxes, income taxes and other taxes of any and all kinds levied or assessed under existing or future laws against the Trust Fund.

Seventh: Disbursement of Trust Funds. The Trustee, from time to time shall make payments in cash or property from the Trust Fund to such persons, including a paying agent or agents designated by the Plan Administrator and in such manner and in such amounts as designated by the direction and instruction of the Plan Administrator. Any cash or property so distributed to any paying agent shall be held in trust by such payee until disbursed in accordance with the Plan.

In disbursing any payments from the Trust, the Plan Administrator shall be responsible for ensuring that any payment the Trustee is directed to make hereunder conforms to the provisions of the Plan and, except as provided in this Article Seventh, in no event may the Trustee make any payments, either during the existence or upon discontinuance of the Plan, that would cause any part of the Trust Fund to be used for or diverted to purposes other than the exclusive benefit of Plan participants or beneficiaries, pursuant to the provisions of the Plan, and defraying reasonable expenses of administering the Plan. The Trustee may rely on the directions and instructions it receives from the Plan Administrator and shall not incur any liability on account of any payments or other distributions made by it in accordance with the written directions of the Plan Administrator. In determining disbursements to be made from the

Trust Fund, the Trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and in accordance with strict fiduciary standards and responsibilities.

Eighth: Exclusive Benefit of Plan Participants, etc. At no time prior to the satisfaction of all liabilities with respect to Plan participants of the Town and their beneficiaries under this Trust shall any part of the corpus or income of the Trust Fund be used for, or diverted to, purposes other than for the exclusive benefit of such Plan participants or their beneficiaries. Except in the case of a contribution that is made by the Town under a mistake of fact or as otherwise provided under this Trust, the assets of the Trust Fund shall not inure to the benefit of the Town and shall be held for the exclusive purposes of providing benefits to participants in the Plan and their dependents and defraying reasonable expenses of administering the Plan. This Article Eighth shall not prohibit the return to the Town a contribution made under a mistake of fact within one year after the payment of the contribution.

Ninth: Expenses and Compensation of Trustee. The Trustee shall be paid its reasonable expenses for the management and administration of the Trust Fund, including, without limitation, reasonable expenses of counsel and other agents, employed by the Trustee, and reasonable compensation for its services as Trustee hereunder; provided, however, that no person who already receives pay from the Town shall be entitled to receive compensation from the Trust, except for reimbursement of expenses properly and actually incurred. Such expenses and compensation shall be paid by the Town, but if they are not so paid, they shall be paid by the Trustee from the Trust Fund. If the Trustee is not an employee of the

Town it shall have a lien on the Trust Fund for its compensation thereunder until it has been paid and, if not paid within a reasonable time, the same may be withdrawn by the Trustee from the Trust Fund.

Tenth: Expenses of the Plan and Trust Fund. The Trustee shall pay all administrative expenses of the Trust from the Trust Fund. Any costs relating to investments and investment management shall be paid by the Trustee from the Trust Fund. Any costs relating to custodians and custodial services shall be paid by the Trustee from the Trust Fund.

Eleventh: Accounts of the Trustee. The Trustee shall keep full accounts of all of its receipts and disbursements. The Trustee's books and records with respect to the Trust Fund shall be open to inspection by the Town at all reasonable times during business hours of the Trustee. The Trustee shall render from time to time, and not less frequently than once per year, accounts of its transactions to the Town and certify to the accuracy thereof the Town may approve such accounts by an instrument in writing delivered to the Trustee. In the absence of the filing in writing with the Trustee by the Town of exceptions or objections to any such account within sixty (60) days after an accounting has been rendered, the Town shall be deemed to have approved such account; and in such case, or upon the written approval of the Town of any such account, the Trustee shall be released, relieved and discharged with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction. No person other than the Town may require an accounting or bring any action against the Trustee with respect to the Trust or its action as Trustee. The Trustee shall have the right to apply at any time to a court of competent jurisdiction for judicial settlement of any account of the Trustee not previously settled as herein provided or for the determination of any question of construction

or for instructions. In any such action the Trustee may join other parties as it may deem appropriate, and any judgment or decree entered therein shall be conclusive.

In the case of the termination of this Trust, or in case of the resignation or removal of the Trustee, the Town and the trustee shall have the right to a settlement of the Trustee's accounts, which accounting may be made either (a) by agreement of settlement between the Trustee and the Town, or (b) by judicial settlement in an action, suit or proceeding instituted by the Town or the Trustee in a court of competent jurisdiction. In the absence of the filing in writing with the Trustee by the Town of exceptions or objections to any such account within sixty (60) days after an accounting has been rendered, the Town shall be deemed to have approved such account, and in such case, or upon agreement of settlement, the Trustee shall be released, relieved and discharged with respect to all matters and things set forth in such account as though such account had been settled by the decree of a court of competent jurisdiction.

Twelfth: Resignation, Removal and Substitution of Trustee. Any party acting as Trustee hereunder may resign at any time by giving written notice to the Town. Such resignation shall not take effect until sixty (60) days after the delivery thereof to the Town (unless notice of a shorter duration shall be accepted as adequate). The Town may remove any party acting as Trustee at any time upon sixty (60) days' notice to the Trustee (unless notice of a shorter duration shall be accepted as adequate). No such removal of the party acting as Trustee shall become effective, however, until all sums due hereunder to the Trustee for its compensation and expenses shall have been paid to it, nor, if there is only one party acting as such Trustee, until the appointment by the Town and qualification of a successor Trustee to which the Trustee may make transfer and delivery of the Trust Fund.

Any successor Trustee hereunder may be either a corporation authorized and empowered to exercise trust powers or may be one or more individuals. In either event, the appointment of a successor Trustee shall not be effective until such successor Trustee delivers its written acceptance of trust to the Trustee. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. In the event of the resignation or the removal of the Trustee, if no successor Trustee is appointed within thirty (30) days of the Trustee's notice of resignation or the Town's notice of removal, the Trustee may apply to a court of competent jurisdiction for appointment of a successor Trustee.

In the case of the resignation or removal of the Trustee, the Town or the Trustee shall have the right to a settlement of the Trustee's accounts, as provided in Article Eleventh hereof. Upon the completion of such accounting and upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it, if any, and any sums chargeable against the Trust Fund for which it may be liable but if the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the successor Trustee or the Town. Also upon the completion of such accounting and upon the appointment of a successor trustee, the resigning and removed Trustee shall thereupon be discharged from further accountability for the Trust Fund by reason of any matter embraced in such accounting, and shall be under no further duty, obligation or responsibility for the disposition by such successor Trustee of the Trust Fund or

any part thereof, but the Trustee shall, in any event, properly account for any such sums reserved by it.

Thirteenth: Amendment and Termination of Trust. The Town expressly reserves the right at any time to amend this Trust Agreement and the Trust created hereby to any extent that it may deem advisable. No such amendment shall be made by Town that affects the duties or responsibilities of the Trustee without the consent of the Trustee in writing. Such amendment shall become effective upon delivery to the Trustee of a written instrument of amendment, duly executed and acknowledged by the Town, and accompanied by a resolution of the Town Council of the Town authorizing such amendment.

The Town expressly reserves the right to terminate the Trust created by this Trust Agreement, provided that such termination shall not take place until all benefits to Plan participants and beneficiaries have been paid. Such termination shall become effective when and as the Trustee shall have received a written instrument of such termination executed on behalf of the Town by duly authorized officers and accompanied by a copy of a resolution of the Board of Selectmen, authorizing such termination. Upon such termination, the Trustee shall, after acceptance and approval of the Trustee's account and after the payment of all benefits to Plan participants and beneficiaries, pay any expenses properly chargeable against the Trust and return the remaining assets of the Trust fund to the Town.

Fourteenth: Multiple Trustees. If there is more than one party acting as Trustee, whenever possible there shall be an odd number of parties acting as Trustee and the decision of a majority shall control, but even if there shall be an even number of parties acting as Trustee and a tie vote shall occur no action shall be taken and the previous action shall continue. The parties

acting as Trustee may designate anyone or more of them or one or more agents of anyone or more of them to sign checks or other documents on behalf of the Trust.

Fifteenth: Miscellaneous Provisions.

(a) This Trust Agreement and the trust hereby created shall be governed, construed, administered and regulated in all respects under the law of the United States and of the State of Connecticut.

(b) The titles to the Articles in this Trust Agreement are placed herein for convenience of reference only and in case of any conflict the text of this instrument, rather than such titles, shall control.

(c) In the event that any dispute shall arise as to the persons to whom payment of any funds and/or delivery of any property shall be made by the Trustee, the Trustee may withhold such payment and/or delivery until such dispute shall have been determined by a court of competent jurisdiction or shall have been settled by the parties concerned.

(d) In case any provisions of this Trust Agreement shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Trust Agreement, but this Trust Agreement shall be construed and enforced as if said illegal and invalid provisions had never been inserted herein or therein.

(e) No right or claim to any of the monies or other assets of the Trust Fund shall be assignable, nor shall such rights or claims be subject to garnishment, attachment or execution or levy of any kind and any attempt to transfer, assign or pledge the same will not be recognized by the Trustee,

(f) This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument and may be sufficiently evidenced by any one counterpart.

(g) This Trust Agreement shall be binding upon the respective successors and assigns of the Town and the Trustee.

(h) Neither the gender nor the number (singular or plural) of any word shall be construed to exclude another gender or number when a different gender or number would be appropriate.

(i) In the event of any conflict between provisions of the Plan and those of this Trust Agreement, this Trust Agreement shall prevail.

(j) Communications to the Trustee shall be sent to the Trustee's principal offices or to such other address as the Trustee may specify in writing. No communication shall be binding upon the Trustee until it is received by the Trustee. Communications to the Town shall be sent to the Town's principal offices, or to such other address as the Town may specify in writing.

IN WITNESS WHEREOF, this Trust Agreement has been executed as of the day and year first above written.

Attest:

TOWN OF GRANBY

By _____
Its

TRUSTEE:
TOWN OF GRANBY

By _____
Its

TOWN OF GRANBY

MEMORANDUM

DATE: October 4, 2021

TO: Board of Selectmen

FROM: Erica P. Robertson, Town Manager



RE: VI. TOWN MANAGER REPORT

Tonight's Town Manager report includes information I hope you find of interest. My staff and I are dedicated to working hard each day for the betterment of our community. Below is a quick review of items I would like to highlight for the Board of Selectmen.

Administration/Finance

- The annual audit for fiscal year ending June 30, 2021 is nearly complete. At this time staff is waiting for the auditors to complete their internal review process.
- Preparations for the FY23 budget process will commence this month. Departments will be working on their Plus-One Budget over the next few weeks.

Assessor

- The Assessor's Office has begun work on the state mandated revaluation (Oct 1, 2022 Grand List). Data collection, the first phase of the project, started in the last week. A data collector from Vision Appraisal will visit each property and physically measure the exterior of every property in town. The inspection will take approximately 10 to 15 minutes. Due to current health concerns, the data collector will only be measuring the exterior of the home and any outbuildings on the property. All Vision Appraisal representatives will carry proper identification and their automobiles will be listed with both the Assessor's Office and the Granby Police Department.

Police

- The most pressing issue at the Police Department is staffing. We have been able to fill one of the two recent vacancies. Addison Kupchik, a certified officer from Waterbury, was successfully recruited and started today. It will be approximately one month before he has completed his field training and can work on his own in Granby. We continue to recruit for the second vacancy.
- Captain William Tyler has announced his intent to retire at the beginning of 2022. A recruitment/promotional process will commence this month. This is a critical position to fill as the Captain is the second in command at the Police Department.

Human Services

- There are three open positions: two van drivers and one therapist for Youth Services. Recruitments are ongoing, but as you may be aware, finding candidates for positions has become more and more difficult. This is not only for municipal positions, but for all sectors of the economy.
- Senior Day at the Senior Center was held on Wednesday, September 22nd to great success. Nineteen (19) vendors offering resources for seniors paid for a table at the event. Representatives from senior living facilities, health care, insurance, financial and funeral service remarked that our Senior Day was the most efficiently and effectively run event they have attended. To protect from COVID-19, every person entering the building was masked and followed the one-way traffic pattern. Windows were open to increase fresh air flow. Seventy-five (75) registered members were able to collect information, have their blood pressure checked, attend a memory screening, enter to win door prizes and receive a free bagged lunch to go (courtesy of one of the vendors). The Senior Center collected \$3,600 which will support additional programming.
- The Autumn Dinner is scheduled for Wednesday, October 20th at 5PM. Participation is capped at 50 to allow for social distancing. Volunteers (five needed) to assist with serving are being sought. Please let us know if you would like to volunteer.
- Elderly/Disabled Renters Rebate program concluded September 30th. The department processed 40 applications resulting in \$19,000 returned to elderly and/or disabled renters.
- Energy Assistance appointments began October 1st. There has been a robust response thus far for appointments. Changes in eligibility requirements should make it easier to complete applications.
- Youth Services has been busy over the summer. Sixteen counseling cases have been opened in the first quarter of the fiscal year. A CCSU master level Marriage and Family Therapist (MFT) practicum student is working in the department this fiscal year.

Community Development

- The Affordable Housing Plan Committee had their first meeting September 27th to start work on the plan.
- Utility work on the Granby Center intersection improvement project continues. Contractors are currently working on relocating water and gas lines. It is expected the work will take another three weeks or so. Following completion of the underground utility work, it is expected tree clearing and pole relocation work will begin in November.

Library

- A sample of upcoming programs on the Library's calendar include:
 - **WINGS OVER GRANBY LAND TRUST'S DISMAL BROOK WILDLIFE PRESERVE** - Tuesday, October 5, 6:30 – 7:30 PM *In-person Library Program*, Holcomb Farm North Barn Pavilion. Despite its name, this new Granby Land Trust preserve is anything but dismal for lovers of winged wildlife. Longtime birder John Weeks offers a comprehensive presentation based on years of nature study, and photographer Don Shaw will showcase the beauty, adaptability and the, at times, comical behavior of the birds and butterflies of Dismal Brook. Registration required. *Sponsored by Friends of Cossitt Library and Granby Land Trust.*

- **SPIRITS OF NEW ENGLAND - Thursday, October 14, 6:30 – 7:30 PM**
Virtual Program. With over 25 years of experience researching the unknown, paranormal rock star Dustin Pari chronicles some of his favorite New England investigations. As a part of SyFy television's Ghost Hunters, Ghost Hunters International, and appearances on Destination Truth and Ghost Nation, Dustin has traveled the world over looking for answers and expanding his understanding of the unseen realm. Join us virtually when he shares fascinating places rich with local history, folklore, and colored by chilling tales of the supernatural. Register online to receive the Zoom program link. *Sponsored by Friends of Granby Public Library*

- Final steps need to be taken by IT consultants to complete PURA grant projects, but so far, Cossitt's internet speed has been increased by 2900% and laptops for patrons are on their way.
- The IMLS Grant orders are coming in. The first half of the new furniture is scheduled to be delivered on Tuesday (10/5). The new Children's Room area rug is in place and thanks to our new disinfecting UV wand, we have brought back the beloved Children's train table.
- Cossitt Library has three new tables courtesy of a neighboring library (and with the help of DPW who kindly picked them up for us). This will allow patrons in the upper level to better use the space and feel more comfortable as they use the library's resources.
- Patron library visits and Circulation for both physical and digital materials continues to trend upward, slowly moving toward pre-pandemic numbers.

Public Works

- Road Work- Road overlay program has been completed with approximately 50 basin tops replaced and basins repaired. New curb has been installed, backfilled with material and seeded where required. Center line stripping has been completed throughout the Town.
- A shredding event for residents was held October 2nd at the DPW Facility.
- Griffin Road Bridge replacement is underway and is expected to be completed by the end of November. Hungary Road Bridge repair is delayed with work beginning in January 2022 and a completion date of May 2022.
- Moosehorn Bridge replacement is scheduled for April 2022 followed by Donahue Road Bridge in April 2023 and Simsbury Road Bridge in 2024. A virtual meeting was held on Tuesday, Sept 28th to discuss the replacement of Simsbury Road Bridge. The public was invited to attend the presentation.
- FEMA paperwork for storms Henri and Ida is nearing completion. Henri may not meet the threshold for reimbursement.
- Cost estimates are being received for the Holcomb Farm Bridge washed out by storm Ida. The storm also caused damage at Salmon Brook Park. The restoration of Field 1 is underway. The parking lot by the dog park still needs to be repaired
- Staff is working with the State of CT to close out punch list items on the roundabout. The state is expected to replace damaged trees in the roundabout, which will complete the project.
- Utility work for the Town center realignment has begun.

- Fifty-four bear barrels were received on October 1st. We currently have a waitlist of 38 residents and are working to contact these individuals. Residents are required to pay a \$230 one-time fee for the barrel.
- A hazardous waste collection is scheduled for October 16th at the Simsbury DPW.